

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BRIAN J. BOYLE, Commissioner of Public Lands  
Olympia, Washington 98504

Agreement No. 50-052950

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of September, 1992, by and between PACIFIC TELECOM, INC.,\* herein called the "Grantee," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, its successors and assigns:

An easement for a right of way for the construction, operation, use and maintenance of a telephone switch cabinet, over and across the NE $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 16, Township 27 North, Range 2 East, W.M., the location of which is shown on Plat No. 52950, filed in the office of the Commissioner of Public Lands at Olympia, Washington, a reduction of which is attached as Exhibit A, indicating said right of way in red, and by this reference made a part hereof, all in Kitsap County, Washington.

Subject, however, to an easement for right of way for a county road granted to Kitsap County on October 21, 1991, under Application No. 50-CR3291.

CONSIDERATION

The consideration paid by the Grantee to the State is as follows:

\$1,500.00 for land damages and easement fee.

Term

The term of this easement shall be from this date herein subscribed to and including September 30, 2022.

Assignment

This Agreement, or any of the rights granted herein, shall not be assigned without prior written consent of the State, except that said rights granted herein may be used by any employee, contractor, or representative of the Grantee, hereinafter collectively referred to as "Permittee," while engaged in the Grantee's operations.

Forfeiture

In the event that any portion of the right of way as shown on attached Exhibit A is not used by the Grantee, or its assigns, for the purpose for which it was granted, within a period of five (5) years from the day and year first above written, the rights of the Grantee within said portion of the right of way shall revert to the State, its successors or assigns; and said portion of the right of way shall be freed from the easement as fully and completely as if this Agreement had not been entered into; provided, however, an extension of time may be granted upon written request prior to the expiration date of said 5-year period and upon the terms and conditions as specified by the State; such terms and conditions shall be limited to the State's right to extend said period and modify the considerations due the State which shall include, but not be limited to, additional charges for administrative costs and appreciation of land and valuable material.

Should the Grantee, or its assigns, cease to use this easement for the purposes specified herein for a period of two (2) years, it shall notify the State of such nonuse; and the rights granted herein shall revert to the State, its successors or assigns.

Removal of Improvements and Equipment

All improvements, buildings, fixtures and other property erected or permanently affixed upon State lands by the Grantee during the term of said easement, which remain upon said land sixty (60) days from the termination or abandonment of said easement, shall become the property of the State and be considered a part of the land upon which they are located; provided, however, that any time within sixty (60) days after the termination or abandonment of said easement, the Grantee shall be entitled to remove such of said improvements as can be removed without damage to said lands.

All tools, equipment and other property not permanently affixed upon the land by the Grantee during the term of said easement shall remain the property of the Grantee but shall be removed within sixty (60) days after the expiration of this easement.

\* Telephone Utilities of Washington, Inc., dba PTI Communications



### Reservations to State

The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that use by such third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted hereunder.

### Compliance with Laws and Regulations

The Grantee shall comply with all applicable laws to the extent that it can legally do so, including all Department of Natural Resources regulations, county and municipal laws, ordinances, or regulations in effect and authorized by law or laws of the State of Washington.

The Grantee shall cause its Permittee to comply with those requirements and conditions set forth hereinafter which are applicable to the Permittee's operation.

### Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of such rights.

During operations under this Agreement, including the construction of roads and facilities, the Grantee shall take such precautions as necessary to minimize, insofar as possible, soil erosion and damage to the soil. Equipment will not be operated when ground conditions are such that excessive damage will result.

Grantee shall take all reasonable precautions to protect State-owned crops and trees.

Any damage to trees and/or reproduction deemed by the State to be excessive or unnecessary shall be paid for by the Grantee at triple the appraised value as determined by the State. The Grantee may have the right to remove such trees upon payment therefor if such removal is authorized in writing by the State.

### Preinstallation Requirement

Unless otherwise agreed thirty (30) days prior to the commencement of said operations, the Grantee shall submit to the Regional Manager at Enumclaw, Washington, for written approval, a complete and detailed Plan of Operation for the development of the right of way. The Grantee shall provide for the examination of the right of way, with the State's Regional Manager, before any construction, reconstruction, or development is commenced.

Grantee agrees that no construction will commence until all documents have been signed by all parties and that neither construction nor reconstruction will commence until the written Plan of Operation has been approved by the State's Regional Manager at Enumclaw, Washington.

Trees that become an interference or a hazard to the rights herein granted and located outside of the limits of said right of way may be removed upon obtaining the written consent of the State and payment of the appraised value thereof.

### Response to an Emergency

Nothing contained herein shall prevent the Grantee from responding to an emergency relating to the facilities on the right of way.

### Notice of Noncompliance

Grantee is aware that failure to follow installation specifications as per this document shall constitute non compliance with the terms and conditions of this agreement.

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance with any of the terms and conditions hereof including installation specifications. Such notice will specifically identify the manner of noncompliance herewith. Upon receipt of such notice the Grantee shall immediately take or cause to be taken effective remedial action.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Regional Manager at Enumclaw, Washington, may suspend the Grantee's operations on State lands until such time as effective remedial action is taken.

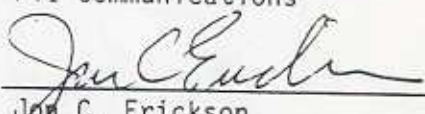


IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

  
BRIAN J. BOYLE  
Commissioner of Public Lands

Telephone Utilities of Washington, Inc.  
dba PTI Communications

By   
Jon C. Erickson Title  
Executive Vice President/  
General Manager Western Region

8102 Skansie Ave.  
Gig Harbor, WA 98332

App. No. 50-052950  
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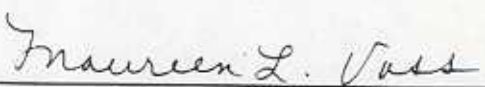
STATE OF Washington )  
County of Pierce ) ss

On this 1st day of September, 19 92, personally appeared  
before me Jon C. Erickson

Gen. Manager/W. Region of the corporation that executed the within and foregoing  
instrument, and acknowledged said instrument to be the free and voluntary act and deed of  
said corporation, for the uses and purposes therein mentioned, and on oath stated that  
he/she/was they were authorized to execute said instrument for said corporation and that  
the seal affixed is the corporate seal of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year first above written.

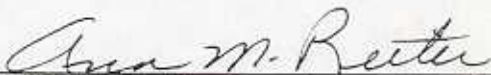


  
Maureen L. Voss  
Notary Public in and for the State of  
WA residing at Gig Harbor  
My appointment expires 12-1-95.

STATE OF WASHINGTON  
County of Thurston ) ss

On this 4<sup>th</sup> day of September, 19 92, personally appeared before me  
BRIAN J. BOYLE, to me known to be the Commissioner of Public Lands, and ex officio  
administrator of the Department of Natural Resources of the State of Washington, the  
Department that executed the within and foregoing instrument on behalf of the State of  
Washington, and acknowledged said instrument to be the free and voluntary act and deed of  
the State of Washington for the uses and purposes therein mentioned, and on oath stated  
that he was authorized to execute said instrument and that the seal affixed is the  
official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first  
above written.

  
Anna M. Reiter  
Notary Public in and for the State of  
Washington, residing at Olympia.  
My appointment expires 2-1-93.



